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8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**

10 NOVELTY TEXTILE, INC., a
11 California Corporation,

12 Plaintiff,

13 v.

14 FOREVER 21 RETAIL, INC., a
15 California Corporation; and
DOES 1 - 10, inclusive,

16 Defendants.
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Case No. 2:18-cv-07186-JAK-GJS

**[Assigned to the Honorable John A.
Kronstadt and the Honorable Gail J.
Standish]**

DISCOVERY MATTER

STIPULATED PROTECTIVE
ORDER¹

[Action filed: August 16, 2018]

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28 ¹ This Stipulated Protective Order is substantially based on the model protective
order provided under Magistrate Judge Gail J. Standish's Procedures.

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles.

B. GOOD CAUSE STATEMENT

This action is likely to involve trade secrets, customer and pricing lists and other valuable research, development, commercial, financial, technical and/or proprietary information for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Such confidential and proprietary materials and information consist of, among other things, confidential business or financial information, information regarding confidential business practices, or other confidential or commercial information (including information implicating privacy rights of third parties), information otherwise generally unavailable to the public, or which may be privileged or otherwise protected from disclosure under state or federal statutes, court rules, case decisions, or common law. Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes over confidentiality of discovery materials, to adequately protect information the parties are entitled to keep confidential, to ensure that the parties are permitted reasonable necessary uses of such material in preparation for and in the conduct of trial, to address their handling at the end of the litigation, and serve the ends of justice, a protective order for such information is justified in this matter. It is the intent of the parties that information

1 will not be designated as confidential for tactical reasons and that nothing be so
2 designated without a good faith belief that it has been maintained in a confidential,
3 non-public manner, and there is good cause why it should not be part of the public
4 record of this case.

5 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL

6 The parties further acknowledge, as set forth in Section 12.3, below, that
7 this Stipulated Protective Order does not entitle them to file confidential
8 information under seal; Local Civil Rule 79-5 sets forth the procedures that must be
9 followed and the standards that will be applied when a party seeks permission from
10 the court to file material under seal.

11 There is a strong presumption that the public has a right of access to judicial
12 proceedings and records in civil cases. In connection with non-dispositive motions,
13 good cause must be shown to support a filing under seal. See *Kamakana v. City*
14 *and County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen.*
15 *Motors Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony*
16 *Electrics, Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated protective
17 orders require good cause showing), and a specific showing of good cause or
18 compelling reasons with proper evidentiary support and legal justification, must be
19 made with respect to Protected Material that a party seeks to file under seal. The
20 parties' mere designation of Disclosure or Discovery Material as CONFIDENTIAL
21 does not—without the submission of competent evidence by declaration,
22 establishing that the material sought to be filed under seal qualifies as confidential,
23 privileged, or otherwise protectable—constitute good cause.

24 Further, if a party requests sealing related to a dispositive motion or trial,
25 then compelling reasons, not only good cause, for the sealing must be shown, and
26 the relief sought shall be narrowly tailored to serve the specific interest to be
27 protected. See *Pintos v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir.
28 2010). For each item or type of information, document, or thing sought to be filed

1 or introduced under seal in connection with a dispositive motion or trial, the party
2 seeking protection must articulate compelling reasons, supported by specific facts
3 and legal justification, for the requested sealing order. Again, competent evidence
4 supporting the application to file documents under seal must be provided by
5 declaration.

6 Any document that is not confidential, privileged, or otherwise protectable in
7 its entirety will not be filed under seal if the confidential portions can be redacted.
8 If documents can be redacted, then a redacted version for public viewing, omitting
9 only the confidential, privileged, or otherwise protectable portions of the document,
10 shall be filed. Any application that seeks to file documents under seal in their
11 entirety should include an explanation of why redaction is not feasible.

12 2. DEFINITIONS

13 2.1 Action: This pending federal lawsuit.

14 2.2 Challenging Party: a Party or Non-Party that challenges the
15 designation of information or items under this Order.

16 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
17 how it is generated, stored or maintained) or tangible things that qualify for
18 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
19 the Good Cause Statement.

20 2.4 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”:
21 information (regardless of how it is generated, stored or maintained) or tangible
22 things that qualify for protection under Federal Rule of Civil Procedure 26(c), and
23 as specified above in the Good Cause Statement and which, if disclosed to the
24 receiving party, might cause competitive harm to the Designating Party.
25 Information and material that may be subject to this protection includes, but is not
26 limited to, technical and/or research and development data, intellectual property,
27 financial, marketing and other sales data, and/or information having strategic
28 commercial value pertaining to the Designating Party’s trade or business.

1 2.5 Counsel: Outside Counsel of Record and House Counsel (as well as
2 their support staff).

3 2.6 Designating Party: a Party or Non-Party that designates information or
4 items that it produces in disclosures or in responses to discovery as
5 CONFIDENTIAL and/or HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
6 ONLY.

7 2.7 Disclosure or Discovery Material: all items or information, regardless
8 of the medium or manner in which it is generated, stored, or maintained (including,
9 among other things, testimony, transcripts, and tangible things), that are produced
10 or generated in disclosures or responses to discovery in this matter.

11 2.8 Expert: a person with specialized knowledge or experience in a matter
12 pertinent to the litigation who has been retained by a Party or its counsel to serve as
13 an expert witness or as a consultant in this Action.

14 2.8 House Counsel: attorneys who are employees of a party to this Action.
15 House Counsel does not include Outside Counsel of Record or any other outside
16 counsel.

17 2.10 Non-Party: any natural person, partnership, corporation, association or
18 other legal entity not named as a Party to this action.

19 2.11 Outside Counsel of Record: attorneys who are not employees of a
20 party to this Action but are retained to represent or advise a party to this Action and
21 have appeared in this Action on behalf of that party or are affiliated with a law firm
22 that has appeared on behalf of that party, and includes support staff.

23 2.12 Party: any party to this Action, including all of its officers, directors,
24 employees, consultants, retained experts, and Outside Counsel of Record (and their
25 support staffs).

26 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
27 Discovery Material in this Action.

28 2.14 Professional Vendors: persons or entities that provide litigation

1 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
2 demonstrations, and organizing, storing, or retrieving data in any form or medium)
3 and their employees and subcontractors.

4 2.15 Protected Material: any Disclosure or Discovery Material that is
5 designated as CONFIDENTIAL and/or HIGHLY CONFIDENTIAL –
6 ATTORNEYS' EYES ONLY.

7 2.16 Receiving Party: a Party that receives Disclosure or Discovery
8 Material from a Producing Party.

9 3. SCOPE

10 The protections conferred by this Stipulation and Order cover not only
11 Protected Material (as defined above), but also (1) any information copied or
12 extracted from Protected Material; (2) all copies, excerpts, summaries, or
13 compilations of Protected Material; and (3) any testimony, conversations, or
14 presentations by Parties or their Counsel that might reveal Protected Material.

15 Any use of Protected Material at trial shall be governed by the orders of the
16 trial judge. This Order does not govern the use of Protected Material at trial.

17 4. DURATION

18 FINAL DISPOSITION of the action is defined as the conclusion of any
19 appellate proceedings, or, if no appeal is taken, when the time for filing of an
20 appeal has run. Except as set forth below, the terms of this protective order apply
21 through final disposition of the action. The parties may stipulate that they will
22 be contractually bound by the terms of this agreement, but will have to file a
23 separate action for enforcement of the agreement once all proceedings in this case
24 are complete.

25 Once a case proceeds to trial, information that was designated as
26 CONFIDENTIAL and/or HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
27 ONLY or maintained pursuant to this protective order used or introduced as an
28 exhibit at trial becomes public and will be presumptively available to all members

1 of the public, including the press, unless compelling reasons supported by specific
2 factual findings to proceed otherwise are made to the trial judge in advance of the
3 trial. See Kamakana, 447 F.3d at 1180-81 (distinguishing “good cause” showing
4 for sealing documents produced in discovery from “compelling reasons” standard
5 when merits-related documents are part of court record). Accordingly, for such
6 material the terms of this protective order do not extend beyond the commencement
7 of the trial.

8 5. DESIGNATING PROTECTED MATERIAL

9 5.1 Exercise of Restraint and Care in Designating Material for Protection.

10 Each Party or Non-Party that designates information or items for protection under
11 this Order must take care to limit any such designation to specific material that
12 qualifies under the appropriate standards. The Designating Party must designate for
13 protection only those parts of material, documents, items or oral or written
14 communications that qualify so that other portions of the material, documents,
15 items or communications for which protection is not warranted are not swept
16 unjustifiably within the ambit of this Order.

17 Mass, indiscriminate or routinized designations are prohibited. Designations
18 that are shown to be clearly unjustified or that have been made for an improper
19 purpose (e.g., to unnecessarily encumber the case development process or to
20 impose unnecessary expenses and burdens on other parties) may expose the
21 Designating Party to sanctions.

22 If it comes to a Designating Party’s attention that information or items
23 that it designated for protection do not qualify for protection, that Designating Party
24 must promptly notify all other Parties that it is withdrawing the inapplicable
25 designation.

26 5.2 Manner and Timing of Designations. Except as otherwise provided in
27 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
28 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection

1 under this Order must be clearly so designated before the material is disclosed or
2 produced.

3 Designation in conformity with this Order requires:

4 (a) for information in documentary form (e.g., paper or electronic
5 documents, but excluding transcripts of depositions or other pretrial or trial
6 proceedings), that the Producing Party affix at a minimum, the legend
7 CONFIDENTIAL and/or HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
8 ONLY. (hereinafter “CONFIDENTIALITY legend”) in capitalized font to the
9 bottom of each page that contains protected material. If only a portion of the
10 material on a page qualifies for protection, the Producing Party also must clearly
11 identify the protected portion(s) in capitalized font (e.g., by making appropriate
12 markings in the margins).

13 A Party or Non-Party that makes original documents available for inspection
14 need not designate them for protection until after the inspecting Party has indicated
15 which documents it would like copied and produced. During the inspection and
16 before the designation, all of the material made available for inspection shall be
17 deemed “CONFIDENTIAL.” After the inspecting Party has identified the
18 documents it wants copied and produced, the Producing Party must determine
19 which documents, or portions thereof, qualify for protection under this Order.
20 Then, before producing the specified documents, the Producing Party must affix the
21 “CONFIDENTIALITY legend” to each page that contains Protected Material. If
22 only a portion of the material on a page qualifies for protection, the Producing Party
23 also must clearly identify the protected portion(s) (e.g., by making appropriate
24 markings in the margins).

25 (B) for information produced in some form other than documentary and for
26 any other tangible items, that the Producing Party affix in a prominent place on the
27 exterior of the container or containers in which the information is stored the legend
28 CONFIDENTIAL and/or HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES

1 ONLY. If only a portion or portions of the information warrants protection, the
2 Producing Party, to the extent practicable, shall identify the protected portion(s).

3 5.2.1 Manner of Designating Deposition Testimony.

4 (a) Deposition transcripts and portions thereof taken in this action may be
5 designated as “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL –
6 ATTORNEYS’ EYES ONLY” during the deposition or after, in which case the
7 portion of the transcript containing Designated Material shall be identified in the
8 transcript by the Court Reporter as “CONFIDENTIAL,” or “HIGHLY
9 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” The designated testimony
10 shall be bound in a separate volume and marked by the reporter accordingly.

11 (b) Where testimony is designated during the deposition, the Designating
12 Party shall have the right to exclude, at those portions of the deposition, all persons
13 not authorized by the terms of this Protective Order to receive such Designated
14 Material.

15 (c) Within seven (7) days after a deposition transcript is certified by the
16 court reporter, any party may designate pages of the transcript and/or its exhibits as
17 Designated Material. During such seven (7) day period, the transcript in its entirety
18 shall be treated as “CONFIDENTIAL” (except for those portions identified earlier
19 as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” which shall be
20 treated accordingly from the date of designation). If any party so designates such
21 material, the parties shall provide written notice of such designation to all parties
22 within the seven (7) day period. Designated Material within the deposition
23 transcript or the exhibits thereto may be identified in writing by page and line, or by
24 underlining and marking such portions “CONFIDENTIAL,” “HIGHLY
25 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” and providing such marked-up
26 portions to all counsel.

27 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
28 failure to designate qualified information or items does not, standing alone, waive

1 the Designating Party's right to secure protection under this Order for such
2 material. Upon timely correction of a designation, the Receiving Party must make
3 reasonable efforts to assure that the material is treated in accordance with the
4 provisions of this Order.

5 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
7 designation of confidentiality at any time that is consistent with the Court's
8 Scheduling Order.

9 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
10 resolution process under Local Rule 37.1 et seq. and/or as allowed by the Court's
11 Standing Order.

12 6.3 The burden of persuasion in any such challenge proceeding shall be on
13 the Designating Party. Frivolous challenges, and those made for an improper
14 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
15 parties) may expose the Challenging Party to sanctions. Unless the Designating
16 Party has waived or withdrawn the confidentiality designation, all parties shall
17 continue to afford the material in question the level of protection to which it is
18 entitled under the Producing Party's designation until the Court rules on the
19 challenge.

20 7. ACCESS TO AND USE OF PROTECTED MATERIAL

21 7.1 Basic Principles. A Receiving Party may use Protected Material that is
22 disclosed or produced by another Party or by a Non-Party in connection with this
23 Action only for prosecuting, defending or attempting to settle this Action. Such
24 Protected Material may be disclosed only to the categories of persons and under the
25 conditions described in this Order. When the Action has been terminated, a
26 Receiving Party must comply with the provisions of section 13 below (FINAL
27 DISPOSITION).

28 Protected Material must be stored and maintained by a Receiving Party at a

1 location and in a secure manner that ensures that access is limited to the persons
2 authorized under this Order.

3 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
4 otherwise ordered by the court or permitted in writing by the Designating Party, a
5 Receiving Party may disclose any information or item designated
6 “CONFIDENTIAL” only to:

7 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well
8 as employees of said Outside Counsel of Record to whom it is reasonably necessary
9 to disclose the information for this Action;

10 (b) the officers, directors, and employees (including House Counsel) of the
11 Receiving Party to whom disclosure is reasonably necessary for this Action;

12 (c) Experts (as defined in this Order) of the Receiving Party to whom
13 disclosure is reasonably necessary for this Action and who have signed the
14 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

15 (d) the court and its personnel;

16 (e) court reporters and their staff;

17 (f) professional jury or trial consultants, mock jurors, and Professional
18 Vendors to whom disclosure is reasonably necessary for this Action and who have
19 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

20 (g) the author or recipient of a document containing the information or a
21 custodian or other person who otherwise possessed or knew the information;

22 (h) during their depositions, witnesses, and attorneys for witnesses, in the
23 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
24 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they
25 will not be permitted to keep any confidential information unless they sign the
26 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
27 agreed by the Designating Party or ordered by the court. Pages of transcribed
28 deposition testimony or exhibits to depositions that reveal Protected Material may

1 be separately bound by the court reporter and may not be disclosed to anyone
2 except as permitted under this Stipulated Protective Order; and

3 (i) any mediator or settlement officer, and their supporting personnel,
4 mutually agreed upon by any of the parties engaged in settlement discussions.

5 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
6 ONLY Information or Items. Unless otherwise ordered by the court or permitted in
7 writing by the Designating Party, a Receiving Party may disclose any information
8 or item designated “CONFIDENTIAL” only to:

9 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well
10 as employees of said Outside Counsel of Record to whom it is reasonably necessary
11 to disclose the information for this Action;

12 (c) Experts (as defined in this Order) of the Receiving Party to whom
13 disclosure is reasonably necessary for this Action and who have signed the
14 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

15 (d) the court and its personnel;

16 (e) court reporters and their staff;

17 (f) professional jury or trial consultants, mock jurors, and Professional
18 Vendors to whom disclosure is reasonably necessary for this Action and who have
19 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

20 (g) the author or recipient of a document containing the information or a
21 custodian or other person who otherwise possessed or knew the information;

22 (h) during their depositions, witnesses, and attorneys for witnesses, in the
23 Action (other than the adverse party) to whom disclosure is reasonably necessary
24 provided: (1) the deposing party requests that the witness sign the form attached as
25 Exhibit A hereto; and (2) they will not be permitted to keep any confidential
26 information unless they sign the “Acknowledgment and Agreement to Be Bound”
27 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the
28 court. Pages of transcribed deposition testimony or exhibits to depositions that

1 reveal Protected Material may be separately bound by the court reporter and may
2 not be disclosed to anyone except as permitted under this Stipulated Protective
3 Order; and

4 (i) any mediator or settlement officer, and their supporting personnel,
5 mutually agreed upon by any of the parties engaged in settlement discussions.

6 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED
7 PRODUCED IN OTHER LITIGATION

8 If a Party is served with a subpoena or a court order issued in other litigation
9 that compels disclosure of any information or items designated in this Action as
10 CONFIDENTIAL and/or HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
11 ONLY, that Party must:

12 (a) promptly notify in writing the Designating Party. Such notification shall
13 include a copy of the subpoena or court order;

14 (b) promptly notify in writing the party who caused the subpoena or order to
15 issue in the other litigation that some or all of the material covered by the subpoena
16 or order is subject to this Protective Order. Such notification shall include a copy
17 of this Stipulated Protective Order; and

18 (c) cooperate with respect to all reasonable procedures sought to be pursued
19 by the Designating Party whose Protected Material may be affected.

20 If the Designating Party timely seeks a protective order, the Party served with
21 the subpoena or court order shall not produce any information designated in this
22 action as CONFIDENTIAL and/or HIGHLY CONFIDENTIAL – ATTORNEYS’
23 EYES ONLY before a determination by the court from which the subpoena or order
24 issued, unless the Party has obtained the Designating Party’s permission. The
25 Designating Party shall bear the burden and expense of seeking protection in that
26 court of its confidential material and nothing in these provisions should be
27 construed as authorizing or encouraging a Receiving Party in this Action to disobey
28 a lawful directive from another court.

1 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
2 PRODUCED IN THIS LITIGATION

3 (a) The terms of this Order are applicable to information produced by a Non-
4 Party in this Action and designated as CONFIDENTIAL and/or HIGHLY
5 CONFIDENTIAL – ATTORNEYS’ EYES ONLY. Such information produced by
6 Non-Parties in connection with this litigation is protected by the remedies and relief
7 provided by this Order. Nothing in these provisions should be construed as
8 prohibiting a Non-Party from seeking additional protections.

9 (b) In the event that a Party is required, by a valid discovery request, to
10 produce a Non-Party’s confidential information in its possession, and the Party is
11 subject to an agreement with the Non-Party not to produce the Non-Party’s
12 confidential information, then the Party shall:

13 (1) promptly notify in writing the Requesting Party and the Non-Party that
14 some or all of the information requested is subject to a confidentiality agreement
15 with a Non-Party;

16 (2) promptly provide the Non-Party with a copy of the Stipulated Protective
17 Order in this Action, the relevant discovery request(s), and a reasonably specific
18 description of the information requested; and

19 (3) make the information requested available for inspection by the Non-
20 Party, if requested.

21 (c) If the Non-Party fails to seek a protective order from this court within 14
22 days of receiving the notice and accompanying information, the Receiving Party
23 may produce the Non-Party’s confidential information responsive to the discovery
24 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
25 not produce any information in its possession or control that is subject to the
26 confidentiality agreement with the Non-Party before a determination by the court.
27 Absent a court order to the contrary, the Non-Party shall bear the burden and
28 expense of seeking protection in this court of its Protected Material.

1 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

2 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
3 Protected Material to any person or in any circumstance not authorized under this
4 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
5 writing the Designating Party of the unauthorized disclosures, (b) use its best
6 efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the
7 person or persons to whom unauthorized disclosures were made of all the terms of
8 this Order, and (d) request such person or persons to execute the “Acknowledgment
9 and Agreement to Be Bound” that is attached hereto as Exhibit A.

10
11 11. INADVERTENT PRODUCTION OF PRIVILEGED OR
12 OTHERWISE PROTECTED MATERIAL

13 When a Producing Party gives notice to Receiving Parties that certain
14 inadvertently produced material is subject to a claim of privilege or other
15 protection, the obligations of the Receiving Parties are those set forth in Federal
16 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
17 whatever procedure may be established in an e-discovery order that provides for
18 production without prior privilege review. Pursuant to Federal Rule of Evidence
19 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure
20 of a communication or information covered by the attorney-client privilege or work
21 product protection, the parties may incorporate their agreement in the stipulated
22 protective order submitted to the court.

23 12. MISCELLANEOUS

24 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
25 person to seek its modification by the Court in the future.

26 12.2 Right to Assert Other Objections. By stipulating to the entry of this
27 Protective Order, no Party waives any right it otherwise would have to object to
28 disclosing or producing any information or item on any ground not addressed in

1 this Stipulated Protective Order. Similarly, no Party waives any right to object on
2 any ground to use in evidence of any of the material covered by this Protective
3 Order.

4 12.3 Filing Protected Material. A Party that seeks to file under seal any
5 Protected Material must comply with Local Civil Rule 79-5. Protected Material
6 may only be filed under seal pursuant to a court order authorizing the sealing of the
7 specific Protected Material at issue. If a Party's request to file Protected Material
8 under seal is denied by the court, then the Receiving Party may file the information
9 in the public record unless otherwise instructed by the court.

10 13. FINAL DISPOSITION

11 After the final disposition of this Action, as defined in paragraph 4, within 60
12 days of a written request by the Designating Party, each Receiving Party must
13 return all Protected Material to the Producing Party or destroy such material. As
14 used in this subdivision, "all Protected Material" includes all copies, abstracts,
15 compilations, summaries, and any other format reproducing or capturing any of the
16 Protected Material. Whether the Protected Material is returned or destroyed, the
17 Receiving Party must submit a written certification to the Producing Party (and, if
18 not the same person or entity, to the Designating Party) by the 60 day deadline that
19 (1) identifies (by category, where appropriate) all the Protected Material that was
20 returned or destroyed and (2) affirms that the Receiving Party has not retained any
21 copies, abstracts, compilations, summaries or any other format reproducing or
22 capturing any of the Protected Material. Notwithstanding this provision, Counsel
23 are entitled to retain an archival copy of all pleadings, motion papers, trial,
24 deposition, and hearing transcripts, legal memoranda, correspondence, deposition
25 and trial exhibits, expert reports, attorney work product, and consultant and expert
26 work product, even if such materials contain Protected Material. Any such archival
27 copies that contain or constitute Protected Material remain subject to this Protective
28 Order as set forth in Section 4 (DURATION).

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14. VIOLATION

Any violation of this Order may be punished by appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD:

DATED: March 6, 2019

ROBINS KAPLAN LLP

By: /s/ David Martinez
David Martinez
Attorneys for Defendant, FOREVER 21
RETAIL, INC.

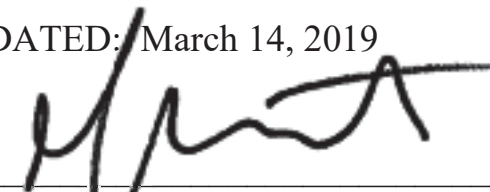
DATED: March 6, 2019

DONIGER / BURROUGHS

By: /s/ Trevor Barrett
Trevor Barrett
Attorneys for Plaintiff, NOVELTY
TEXTILE, INC.

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: March 14, 2019



GAIL J. STANDISH
UNITED STATES MAGISTRATE JUDGE

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury
that I have read in its entirety and understand the Stipulated Protective Order that
was issued by the United States District Court for the Central District of California
on [date] in the case of Novelty Textile, Inc. v. Forever 21 Retail, Inc. et al
2:18-cv-07186-JAK-GJS.

I agree to comply with and to be bound by all the terms of this Stipulated
Protective Order and I understand and acknowledge that failure to so comply could
expose me to sanctions and punishment in the nature of contempt. I solemnly
promise that I will not disclose in any manner any information or item that is
subject to this Stipulated Protective Order to any person or entity except in strict
compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for enforcing the terms of this Stipulated
Protective Order, even if such enforcement proceedings occur after termination of
this action. I hereby appoint _____ [print or type full
name] of _____ [print or type full
address and telephone number] as my California agent for service of process in
connection with this action or any proceedings related to enforcement of this
Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____